

**Remarks****Claim rejections 35 USC § 112**

The dependency of Claim 11 has been made corrected to make the claim dependent on claim 1. The dependency of claim 15 has been corrected to make the claim dependent on claim 14. It is submitted that these amendments overcome the rejections made under 35 USC § 112.

**Claim rejections 35 USC § 102**

It is respectfully submitted that the analysis of Claim 1 in the office action contains significant and fundamental errors in respect of two aspects of the claimed invention. The first is the requirement for use of a pre-specified template, and the second is the contact center aspect of the service provider which is referred to at a number of points with Claim 1.

As regards the requirement in Claim 1 that the RDS information be provided in "a pre-specified template format", the following is noted. In the office action dated May 18, 2005, the analysis of Claim 1 correctly referred to "radio data system (RDS) information provided in a pre-specified template format....", and "extracting said RDS information on the basis of said pre-specified template format". Applicants' last response argued that Jarvi does not in fact include a template format and also pointed out the significant advantages which accrue from the use of such a template.

In the final office action, however, the Examiner has rather surprisingly omitted to respond in any way to Applicants' arguments regarding the template feature. Furthermore, the paraphrased wording of Claim 1 as set out on pages 3 and 4 of the final office action has been altered to omit any reference to the template. The wording quoted above from the May 18 office action has been altered in the final office action to read "radio data system (RDS) information provided in a pre-specified format...." and "extracting said RDS information as "a captured RDS data stream" on the basis of said pre-specified format".

If this can be taken as an implicit acknowledgement that Jarvi does not in fact disclose the use of a template format (i.e. a pattern to which the data conforms and which can be used to extract data by comparison with the expected pattern), then novelty must be recognized. In the alternative, Applicants see no valid reason why this feature has been ignored entirely in the office action.

For the avoidance of any doubt, the reference to "bit streams within 87.5-108 MHz in an auxiliary subchannel at a rate of approximately 1200-24 bps" which appears to be relied on as a "pre-specified format" (but not a template) in Jarvi is simply a specification of the normal FM frequency band and the normal RDS bit rate. There is no template of any sort disclosed in Jarvi.

Turning next to the amendments filed with Applicants' last response, it has been specified that the service provider is a "contact center" which has a number of "agents" and has a "contact routing mechanism" for receiving and routing incoming contacts to those agents. Claim 1 also specifies a number of steps beginning with the receipt of a radio broadcast including RDS information in a template, the extraction of RDS information and the subsequent creation of a message, the sending of that message to the contact center, and the subsequent handling of the message at the contact center and its routing to an agent.

Fundamental to Claim 1 is the concept that the service provider is a contact center. However, the final office action states that the service provider is found in Figures 1 and 3 by reference to elements 115, 325 and 340, and the contact routing mechanism of the contact center is indicated to be disclosed by the elements 330, 350, 335, 340 and 115. This cannot be correct given that Figure 3 is entirely devoted to the client device, and not the service provider, as is explicitly stated in paragraphs [0011], [0022] and [0023].

As indicated previously, the message must be sent to the contact center before the steps of contact routing can occur. However, the client device elements 325, 330, 335, 340 and 350 are all involved in preparing the message before the message is sent to the service provider. It is therefore illogical to find the "contact center" disclosed as part of the client device itself which is required to communicate with the

contact center. The mixing of client and server components to artificially become a "contact center" makes no sense logically and the skilled person would not interpret the service provider 115 as including elements of the client device shown in Fig. 3. It is noted that the "service provider" was not interpreted in this way in earlier office actions.

Claim 1 makes reference to a "contact center" having a "contact routing mechanism" and "a plurality of agents to which said incoming contacts can be routed". It is Applicants' submission that these terms should take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art, and that the Examiner is interpreting these terms in a way which artificially reads onto the prior art but which does not equate with the normal meaning attributed by a skilled person. The Examiner has equated the "contact center" with a number of disparate features distributed between the service provider 115 and the client device (Fig. 3). It is submitted that the normal and plain meaning of a "contact center" is a multimedia call center which can handle communications of many types (not limited to telephony). Searching for the phrase "contact center" on any Internet search engine will verify this normal and customary meaning. The "contacts" are interpreted to be "service settings" and "commands" which is not their normal customary meaning in the context of a contact center. The agents are indicated to be the WAP browser, SMS-based services or WEB browser, which is again not the customary meaning of a "contact center agent" (i.e. an individual employed by the contact center to respond to incoming communications (contacts) or to issue outgoing communications).

By interpreting these terms in the way that they are treated in the final office action, it is submitted that they have been given a novel meaning, in contradiction to the principles set out in MPEP 2111.01 which quotes with approval from the following decision:

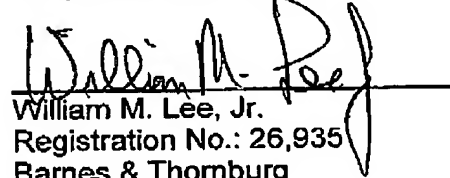
*"In the absence of an express intent to impart a novel meaning to the claim terms, the words are presumed to take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art." Brookhill-Wilk 1, LLC v. Intuitive Surgical, Inc., 334 F.3d 1294, 1298 67 USPQ2d 1132, 1136 (Fed. Cir. 2003).*

The features discussed above are also to be found in independent Claims 14 and 19 and are thereby implied in each of the dependent claims also, and it is therefore submitted that the arguments set out above apply equally to all of the other claims.

Further and favorable consideration of all of the currently pending claims is therefore requested.

January 24, 2006

Respectfully submitted,



William M. Lee, Jr.

Registration No.: 26,935

Barnes & Thornburg

P.O. Box 2786

Chicago, Illinois 60690-2786

(312) 214-4800

(312) 759-5646 (fax)

CHDS01 WLEE 314904v1